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Signed: January 9, 2013


ALAN JAROSLOVSKY U.S. Bankruptcy Judge

Counsel for Movant

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re

Dean Gregory Asimos,

Debtor.

Deutsche Bank National Trust Company, as
trustee for DSLA Mortgage Loan Trust Mortgage
Loan Pass-Through Certificates, Series 2006-AR2,
its assignees and/or successors in interest,

Movant,

vs.

Dean Gregory Asimos,
David Burchard, Trustee,

Respondents.

Case No.: 11-13214

RS No. JAB10726

CHAPTER 13

**ORDER MODIFYING AUTOMATIC
STAY AND FOR ADEQUATE
PROTECTION**

CONTINUED HEARING:

Date: January 10, 2013

Time: 9:00 a.m.

Place: U.S. Bankruptcy Court
99 South "E" Street
Santa Rosa, CA 95404

It is hereby ordered and agreed by and between Movant Deutsche Bank National Trust Company, as trustee for DSLA Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-AR2, its assignees and/or successors in interest ("Movant"), through its counsel, Jennifer A. Bender of the Law Offices of Les Zieve, and Debtor Dean Gregory Asimos ("Debtor"), through his counsel, Scott J. Sagaria of the Law Offices of Scott J. Sagaria, as

1 follows:

2 1. **IT IS HEREBY ORDERED** that the automatic stay as it affects
3 Movant's interest in the real property generally described as 1040 East Macarthur Street,
4 Sonoma, California 95476 ("Property"), shall remain in effect, unless otherwise extinguished by
5 operation of law, provided Debtor complies with all of the provisions set forth below.

6 2. **IT IS FURTHER ORDERED** that Debtor shall make monthly payments
7 on Movant's first deed of trust obligation, in a timely fashion, beginning with the January 1,
8 2013 payment in the amount of \$1,774.82, and continuing thereafter on the first (1st) day of each
9 month. Payments are due on the first (1st) day of each month and are delinquent after the
10 fifteenth (15th) day of each month. The monthly payments shall be \$1,774.82 through June
11 2013, or until Movant either approves or denies Debtor's request for a loan modification,
12 whichever occurs first. If Debtor's request for a loan modification is approved, the amount of
13 the monthly payments shall be determined by the terms of the modified loan documents. If
14 Debtor's request for a loan modification is denied, or if Debtor is unable to obtain a loan
15 modification on or before July 1, 2013, the amount of the monthly payments shall be determined
16 by the terms of the original loan documents and Debtor understands and acknowledges that he is
17 responsible for curing the entire post-petition default owed to Movant. All payments due to
18 Movant hereunder shall be paid to Movant at the following address:

19 Ocwen Loan Servicing, LLC
20 Attention: Cashiering Department
21 P.O. Box 24781
22 West Palm Beach, FL 33416

23 3. **IT IS FURTHER ORDERED** that in the event Debtor fails to timely or
24 properly comply with the payment provisions set forth in paragraph 2 hereinabove, Movant may
25 file and serve a Declaration Re: Non-Compliance on Debtor via U.S. regular mail and Debtor's
26 counsel via U.S. regular mail and facsimile. Debtor shall then have ten (10) days from the date
27 of service of the Declaration Re: Non-Compliance within which to cure the existing breach. If
28 Debtor fails to do so, then on the eleventh (11th) day, Movant may serve and lodge a Declaration
Re: Non-Cure of Default, along with a final Order for Relief from the Automatic Stay. The
Court shall cause said Order to be entered. Upon the entry of said Order, the automatic stay in

1 the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all
2 purposes as to Movant, and Movant may proceed with a foreclosure sale of the Property,
3 pursuant to applicable state law, without further court order or proceeding, and thereafter take
4 any action necessary to obtain complete possession of the Property.

5 4. **IT IS FURTHER ORDERED** that if the loan secured by Movant's first
6 deed of trust obligation is non-escrowed, then Debtor shall maintain property taxes and current
7 hazard insurance for the Property, and provide proof of said insurance to Movant on a timely
8 basis.

9 5. **IT IS FURTHER ORDERED** that the acceptance by Movant of a late or
10 partial payment(s) shall not act as a waiver of Movant's right to proceed hereunder.

11 6. **IT IS FURTHER ORDERED** that the 14-day stay set forth in Federal
12 Rule of Bankruptcy Procedure 4001(a)(3) is hereby waived for the purposes of both this Order
13 and Order prospectively contemplated in paragraph 3 above.

14 7. **IT IS FURTHER ORDERED** that in the event this case is converted to a
15 Chapter 7, the automatic stay shall be terminated as to Debtor only without further notice, order,
16 or proceeding of the Court. If the automatic stay is terminated as a matter of law, the terms of
17 this Order shall immediately cease in effect and Movant may proceed to enforce its remedies
18 under applicable non-bankruptcy law against the Property and/or against Debtor.

19 8. **IT IS FURTHER ORDERED** that the foregoing terms and conditions shall
20 only be binding during the pendency of this bankruptcy case. If, at any time, the stay is
21 terminated with respect to the Property by court order or by operation of law, the foregoing terms
22 and conditions shall cease to be binding and Movant may proceed to enforce its remedies under
23 applicable non-bankruptcy law against the Property and/or against Debtor.

24 9. **IT IS FURTHER ORDERED** that Movant shall be permitted to offer and
25 provide Debtor with information regarding a potential Forbearance Agreement, Loan
26 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and to
27 enter into such agreement with Debtor.

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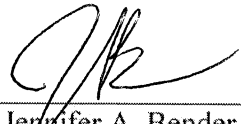
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1 IT IS SO STIPULATED:

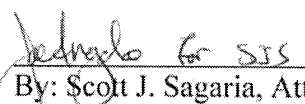
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3 LAW OFFICE OF LES ZIEVE

4 DATED: 1-8-13

5 
6 By: Jennifer A. Bender, Attorneys for Movant,
7 Deutsche Bank National Trust Company, as trustee
8 for DSLA Mortgage Loan Trust Mortgage Loan
9 Pass-Through Certificates, Series 2006-AR2

10 LAW OFFICES OF SCOTT J. SAGARIA

11 DATED: 1-8-2013

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13 By: Scott J. Sagaria, Attorney for Debtor,
14 Dean Gregory Asimos

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